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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

RECORDATION NO. 24097-A
FILED

OCT 07 '04 4-02 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

October 7, 2004

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Release of Collateral, dated as of October 7, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a complete release and relates to the Security Agreement - Chattel Mortgage previously filed with the Board under Recordation Number 24097.

The names and addresses of the parties to the enclosed document are:

Secured Party: General Electric Capital Corporation
500 West Monroe Street
Chicago, Illinois 60661

Debtor: ACF Acceptance IX LLC
620 North Second Street
St. Charles, Missouri 63301

Mr. Vernon A. Williams
October 7, 2004
Page 2

A description of the railroad equipment covered by the enclosed document is:

20 railcars: EAGX 20001 - EAGX 20020.

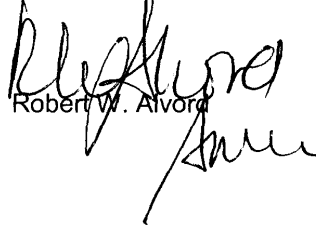
A short summary of the document to appear in the index is:

Release of Collateral.

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,


Robert W. Alvord

RWA/anm
Enclosures

RECORDATION NO.

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SURFACE TRANSPORTATION BOARD

RELEASE OF COLLATERAL

THIS RELEASE OF COLLATERAL (the "Release") dated as of October 7, 2004, is entered into by and between ACF ACCEPTANCE IX LLC, a Delaware limited liability company (the "Debtor") and GENERAL ELECTRIC CAPITAL CORPORATION, FOR ITSELF AND AS AGENT FOR CERTAIN PARTICIPANTS (together with its successors and assigns, if any, the "Secured Party").

WHEREAS, the Debtor and Eaglebrook Inc. entered into that certain Lease Agreement dated as of July 31, 2001, as amended, supplemented, or otherwise modified (the "Equipment Lease");

WHEREAS, the Debtor and the Secured Party, entered into the Security Agreement dated as of September 9, 2002 (as amended and supplemented, the "Security Agreement") pursuant to which the Debtor assigned, mortgaged, pledged, hypothecated, transferred and set over to the Secured Party and granted the Secured Party a first priority lien on and security interest in all of the Debtor's right, title and interest in and to, among other things, certain rail cars and the related equipment leases, to secure a loan made to the Debtor and ACF Acceptance II LLC pursuant to the Loan Agreement dated as of September 9, 2002 (as amended and supplemented, the "Loan Agreement"), among the Debtor, ACF Acceptance II LLC and the Secured Party;

WHEREAS, the Security Agreement was recorded on September 9, 2002, with the Surface Transportation Board, and the Security Agreement was deposited with the Registrar General of Canada; and

WHEREAS, in connection with the full performance and satisfaction of the Debtor's Obligations (as defined in the Security Agreement), the Debtor has requested pursuant to Section 7.05 of the Security Agreement that the Secured Party release its lien on and its security interest in all of railcars and the Equipment Lease and all other property of the Debtor related thereto subject to the lien created by the Security Agreement, and the Secured Party has agreed to such release.

NOW, THEREFORE, for good and valuable consideration the parties hereto hereby agree as follows:

1. Release of Security Interest. The Secured Party hereby releases, and terminates its security interest in, and all of its rights, title and interest in and to all of the Collateral, including, without limitation, the following Collateral described in paragraphs (a) and (b) hereof:

(a) All of the railroad rolling stock and standard gauge rolling stock listed on Schedule A hereto, together with all accessories, equipment, parts and

appurtenances appertaining or attached to such Equipment, whether now owned or hereafter acquired by the Debtor, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to or proceeds of any and all of said Equipment, together with all the records, rents, issues, income, profits, avails and other proceeds (including insurance proceeds) therefrom.

(b) All right, title, interest, claims and demands of the Debtor in, to and under the Equipment Lease, including (i) any extensions of the term of any of the Equipment Lease, (ii) all of Debtor's rights under the Equipment Lease to make determinations, to exercise any election (including, but not limited to, election of remedies) or option, to obtain the benefit of manufacturers' warranties or to give or receive any notice, consent, waiver or approval together with full power and authority with respect to the Equipment Lease to demand, receive, enforce, collect or give receipt for any of the foregoing rights or any property which is the subject of the Equipment Lease, (iii) all of Debtor's rights to enforce or execute any checks, or other instruments or orders, (iv) all of Debtor's rights to file any claims, (v) all of Debtor's rights to take any action which (in the opinion of the Secured Party) may be necessary or advisable in connection with any of the foregoing, (vi) all records related to the Equipment Lease, and (vii) all payments due and to become due under the Equipment Lease, whether as contractual obligations, damages, casualty payments, warranty payments, insurance proceeds or otherwise to the extent such payments are derived from the Equipment.

2. Interpretation. Except as otherwise defined in this Release, terms defined in the Security Agreement or by reference therein or in the Loan Agreement or by reference, as applicable, therein are used herein as defined therein.

3. Counterparts. This Release may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Release by signing any such counterpart.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Release in one or more counterparts as of the date first set forth above.

ACF ACCEPTANCE IX LLC

By: ACF ACCEPTANCE LLC, Member

By: ACF INDUSTRIES LLC, Member

By: 

Name: Robert J. Mitchell

Title: Senior Vice President -Finance

GENERAL ELECTRIC CAPITAL
CORPORATION, FOR ITSELF AND AS
AGENT FOR CERTAIN PARTICIPANTS

By: _____

Name:

Title:

[Signature Page to Release of Collateral]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Release in one or more counterparts as of the date first set forth above.

ACF ACCEPTANCE IX LLC

By: ACF ACCEPTANCE LLC, Member

By: ACF INDUSTRIES LLC, Member

By: _____

Name: Robert J. Mitchell

Title: Senior Vice President -Finance

GENERAL ELECTRIC CAPITAL
CORPORATION, FOR ITSELF AND AS
AGENT FOR CERTAIN PARTICIPANTS

By: _____

Name:

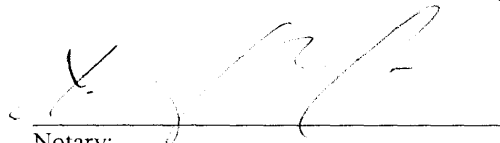
Title:

Duly Authorized Signatory

[Signature Page to Release of Collateral]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 4th day of October, 2004, before me, personally appeared Robert J. Mitchell, to me personally known, who being by me duly sworn, says that he resides at Nassau County, New York and is Senior Vice President of Finance of ACF Industries LLC, which is the Member of ACF Acceptance LLC which is the Member of ACF Acceptance IX LLC, and that said instrument was signed on the date hereof on behalf of said limited liability company by authority of its members; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.



Notary:

JEFFREY H. BROWN
Notary Public, State of New York
No. 0081001000
Qualified in New York County
Commission Expires August 21, 2006

STATE OF Connecticut
COUNTY OF Fairfield) ss.:

On this 5 day of October, 2004, before me, personally
appeared James H. Kaufman to me personally known, who being by me duly sworn,
Duly Authorized Signatory at Greenwich, Connecticut and is
of General Electric Capital Corporation that said instrument was
signed on the date hereof on behalf of said corporation by authority of its Board of
Directors; and he acknowledged that the execution of the foregoing instrument was the
free act and deed of said corporation.

Elizabeth R. Haskins
Notary: 5-31-2007

SCHEDULE A

Rptg Mark	Car Number	Code	Contract
EAGX	20001	1697	Lease dated 7/31/2002
EAGX	20002	1697	Lease dated 7/31/2002
EAGX	20003	1697	Lease dated 7/31/2002
EAGX	20004	1697	Lease dated 7/31/2002
EAGX	20005	1697	Lease dated 7/31/2002
EAGX	20006	1697	Lease dated 7/31/2002
EAGX	20007	1697	Lease dated 7/31/2002
EAGX	20008	1697	Lease dated 7/31/2002
EAGX	20009	1697	Lease dated 7/31/2002
EAGX	20010	1697	Lease dated 7/31/2002
EAGX	20011	1697	Lease dated 7/31/2002
EAGX	20012	1697	Lease dated 7/31/2002
EAGX	20013	1697	Lease dated 7/31/2002
EAGX	20014	1697	Lease dated 7/31/2002
EAGX	20015	1697	Lease dated 7/31/2002
EAGX	20016	1697	Lease dated 7/31/2002
EAGX	20017	1697	Lease dated 7/31/2002
EAGX	20018	1697	Lease dated 7/31/2002
EAGX	20019	1697	Lease dated 7/31/2002
EAGX	20020	1697	Lease dated 7/31/2002

20 Cars